

VENDOR SERVICE AGREEMENT

Location: _____ Agreement Number: _____

Vendor Information:

Full Legal Name: _____

Business Type (e.g., LLC, Corp): _____

Federal Tax ID Number: _____

Business Address: _____

Phone/Email: _____

Client Information:

Full Legal Name: _____

Business Type (if applicable): _____

Federal Tax ID Number: _____

Business Address: _____

Phone/Email: _____

Services to be Provided:

Vendor shall provide the services described herein (the “Services”) to Client in a professional and timely manner, consistent with industry standards and in compliance with all applicable laws and regulations.

Term of Agreement:

This Agreement shall commence upon execution by both parties and shall continue until either party terminates in accordance with the termination provisions herein.

Compensation and Payment Terms:

Client agrees to pay Vendor the fees set forth in Attachment A (Fee Schedule). Payments shall be made according to the terms specified in Attachment A. All payments shall be in United States Dollars (USD).

Vendor Obligations:

Vendor shall perform the Services with due care, skill, and diligence, comply with all applicable laws, maintain all necessary licenses and permits, and provide Client with any reports or documentation reasonably requested.

Client Obligations:

Client shall provide Vendor with timely access to premises, personnel, and information necessary for Vendor to perform the Services, and shall cooperate in good faith to facilitate Vendor’s performance.

Confidentiality:

Both parties agree to maintain in confidence all confidential information disclosed during the term of this Agreement and not to disclose such information to any third party without prior written consent, except as required by law.

Intellectual Property:

All intellectual property developed by Vendor in the course of providing the Services shall remain the property of Vendor, except as otherwise agreed in writing.

Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, liabilities, costs and expenses arising out of or related to their breach of this Agreement or their negligence or willful misconduct.

Limitation of Liability:

Neither party shall be liable to the other for any consequential, incidental, special, or punitive damages arising out of or related to this Agreement, except for liability arising from gross negligence or willful misconduct.

Termination:

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure such breach within a reasonable period. Termination shall not affect rights or obligations accrued prior to termination.

Governing Law and Venue:

This Agreement shall be governed by the laws of the State of _____, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Dispute Resolution:

The parties agree to attempt to resolve disputes arising out of this Agreement through good faith negotiation before pursuing any other remedies.

Independent Contractor:

Vendor is an independent contractor and not an employee, partner, or agent of Client. Vendor shall be responsible for all taxes and benefits relating to its personnel.

Force Majeure:

Neither party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including acts of God, war, terrorism, strikes, or governmental actions.

Notices:

All notices shall be in writing and deemed delivered when sent by hand, nationally recognized overnight courier, certified mail, or email with confirmation, to the addresses set forth above or as otherwise designated in writing.

Entire Agreement:

This Agreement, including all attachments and exhibits, constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations, oral or written.

Amendments:

No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.

Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Waiver:

Failure or delay by either party to enforce any provision shall not constitute a waiver of that provision or any other right.

Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, including electronically, each of which shall be deemed an original and all of which together constitute one agreement.

VENDOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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